

Lease Agreement No.: MAY 1, 2022

LEASE AGREEMENT – WEIQI QIAN dba NATURAL MASSAGE

KINGS BEACH CENTER
NORTH TAHOE VILLAGE

This Lease Agreement ("Agreement") is made and entered into as of this day of MAY 1, 2022 by and between the County of Placer, a political subdivision of the State of California, ("County") and, Weiqi Qian doing business as Natural Massage, a sole Proprietorship, ("Tenant"). Tenant and County are sometimes hereafter each singularly referred to as "Party" and collectively referred to as the "Parties."

Recitals

WHEREAS, County is the proprietor of the real estate property of that building, named the North Tahoe Village, located at 8645 North Lake Boulevard, Kings Beach, California; and

WHEREAS, Tenant previously leased and occupied Unit 4 on the 1st floor of the building for approximately six years and terminated the previous agreement, purportedly due to State-mandated restrictions placed on businesses related to COVID-19; and

WHEREAS, Tenant desires to lease Unit 4 from County; and

WHEREAS, County desires to lease Unit 4 to the Tenant upon the terms and conditions contained herein; and

WHEREAS, Tenant understand that the property and building are under contract to be sold by County, and this Agreement can be assumed by the Buyer or terminated at the Buyer's sole discretion. Tenant understands that it is a Post-Acquisition Tenant within the meaning of the California Relocation Assistance Law (Government Code Section 7260 et seq.) and not entitled to any relocation assistance or compensation upon termination of this Agreement.

WHEREAS, Tenant and County wish to memorialize a new lease.

NOW, THEREFORE, in accordance with the above recitals and in consideration of the following covenants and obligations contained herein, County and Tenant hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth at the beginning of this Agreement, the introductory paragraph preceding the Recitals (i.e., the preamble), and all defined terms, acknowledgments, covenants, terms, and conditions set forth in either, or both, form a part of, and are by this reference hereby incorporated into this Agreement, as though set forth in full herein.
2. **Granting Clause.** For and in consideration of the Rent and of the covenants, conditions and agreements herein contained, County hereby leases to Tenant, and Tenant hereby leases from County, Unit 4 ("Premises") referred to in the Recitals above, to have and to hold for the lease

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term, subject to all of the terms, covenants and conditions set forth in this Agreement.

3. **Premises and Common Areas.**

3.1 Premises.

3.1.1 The North Tahoe Village building located at 8645 North Lake Boulevard, Kings Beach, California consisting of 9,748 square feet.

3.1.2 Pursuant to the Recitals, County shall lease to Tenant Unit 4 ("Premises") on the first floor of the building for Tenant's exclusive use subject to the terms in this Agreement. The Premises is approximately 560 square feet.

3.2 Common Areas. Common areas may include but not be limited to sidewalks, parking areas, and grounds for the shared and common use of Tenant and other tenants at the building.

3.3 Condition of Premises. County makes no representation, expressed or implied, as to the structural, mechanical, or operational quality or suitability of the Premises; or to the building's or property's compliance with any applicable building codes or other regulations; or to the quality, dependability or quantity of utility services provided by County. Tenant agrees to accept the Premises in an "as is" condition without any representation or warranty from County as to its condition.

4. **Term.** The term commences on May 1, 2022 and continues as a month-to-month tenancy ("Term"). Either Party may terminate the tenancy by giving written notice to the other Party at least 30 days prior to the intended termination date.

5. **Rent.** Tenant hereby agrees to remit to County as monthly rent for the Premises, the sum of Six Hundred Dollars and No/100 (\$600.00) (hereinafter "Monthly Rent"). Rent for any partial month's occupancy shall be prorated based on a thirty (30) day period. Rent shall be paid to "County of Placer" and delivered to Facilities Management – Accounting at the County address in Section 10.

5.1 To provide Tenant time to prepare the Premises, Rent shall commence on June 15, 2022, prorated at Twenty Dollars and No/100 (\$20.00) per day for a total of Three Hundred Forty Dollars and No/100 (\$340.00).

5.2 Tenant has One Thousand Three Hundred Fifty Dollars and No/100 (\$1,350.00) credit with County. The credit shall be applied as follows:

| | |
|-------------------------|-----------------|
| June 2022 Rent | \$340.00 |
| July 2022 Rent | \$600.00 |
| <u>August 2022 Rent</u> | <u>\$410.00</u> |
| Total | \$1,350.00 |

After the credit is applied as above, the remaining balance of August 2022 Rent will be One Hundred Ninety Dollars and No/100 (\$190.00), due on August 1, 2022.

5.3 Additional Rent. Additional Rent constitutes any and all additional fees, charges, expenses, or payment obligations, other than the Monthly Rent and adjustments

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thereto, that are identified as "Additional Rent" in this Agreement.

- 5.3.1 County shall charge as Additional Rent and Tenant shall be liable for payment of the total amount of charges, fees, expenses, costs incurred by County in any of the following events:
 - 5.3.1.1 If County has paid any sum or sums, or has incurred any obligation or expense, for which Tenant has agreed to pay or reimburse County, or for which Tenant is otherwise responsible under this Agreement.
 - 5.3.1.2 If County is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect, or refusal of Tenant to perform or fulfill any of the promises, terms, conditions, or covenants required of it herein.
 - 5.3.1.3 Tenant's obligations pursuant to this Section 5 shall include all interest, and/or penalties incurred by County in conjunction with or subsequent to the payment of any such sum.
- 5.3.2 Charges, including but not limited to fees, charges, assessments for emergency response service(s) (including but not limited to medical, police, or fire response) that may be provided to Tenant or to Tenant's agents, contractors, employees, or clients shall be billed to Tenant's as Additional Rent.
- 5.3.3 Unless otherwise provided in this Agreement, Additional Rent shall be due and payable within ten (10) days of the date of written demand therefore, or within the time specified by applicable ordinance, resolution, or minute order of County.
- 5.3.4 Monthly Rent for all purposes under this Section 5 and in any suit, action or proceeding of any kind between the Parties hereto, any receipt showing the payment of any sum or sums by County for or in connection with any work done or material furnished shall be prima facie evidence against Tenant that the amount of such Additional Rent is necessary and reasonable.
- 5.4 Payments. Tenant shall pay the Monthly Rent to County in advance of the first (1st) day of each calendar month (hereinafter the Due Date), at or by mailing to, the Department of Facilities Management Accounting Division at the address shown in Section 10. Rent payments not received within ten (10) days of the Due Date shall be subject to late charges addressed in Section 5.5.
 - 5.4.1 Tenant bears the risk of loss or delay of any payment made by mail.
 - 5.4.2 All payments shall be paid in lawful money of the United States of America and shall be paid without deduction, offset, prior notice, or demand.
- 5.5 Late Charge and Non-sufficient Funds Fees. Payments not received within ten (10) days of the Due Date shall be subject to a late fee of ten percent (10%). Tenant agrees to pay interest on all overdue amounts until such amounts are paid in full at the rate of ten percent (10%) per annum or such lesser amount as may be the maximum allowed by applicable law. Interest charges shall be calculated from the Due Date and shall accrue on a monthly

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basis based on the total amount past due. Late charges shall accrue interest beginning in the month after they are first assessed. Failure to pay this Rent is grounds for termination of this Agreement. Any dishonored check shall be treated as an unpaid Rent and subject to a late charge in addition to charges levied by the bank. Any Tenant check that is returned for insufficient funds, a "stop payment" or other reason, shall incur a charge as established by the Placer County Auditor-Controller, currently Sixty-five and No/100 dollars (\$65.00).

5.6 Reimbursable Expenses. Tenant shall be liable to County for any and all charges, losses, or damages incurred by County as a result of Tenant's failure to comply with any of the promises, terms, conditions, or covenants required herein. Unless otherwise provided in this Agreement, any reimbursable expense shall be due and payable within ten (10) days of written demand.

5.7 These late and interest charges constitute "Additional Rent" and imposition of the same shall not constitute a waiver of County's right to serve a Three-Day Notice to Pay Rent or Quit.

5.7.1 Failure to Pay Rent. Failure to pay Monthly Rent or any Additional Rent or charges that are identified herein as Tenant's obligation shall constitute a material breach of this Agreement. In the event of such a breach, County is entitled, under the law, to enforce and seek payment of any and all Rent or any and all Additional Rent as set forth herein, in Section 5.3 and any other remedies provided by law.

5.7.2 Three (3) Day Notice to Pay Rent or Quit. If any Rent payment, or other Additional Rent payment or any charges for which the Tenant is obligated to pay, as described herein, has not been paid within ten (10) days following its Due Date, County may prepare at its sole discretion a Three (3) Day Notice to Pay Rent or Quit.

5.7.2.1 Tenant's failure to pay in full all monies due and owing in the estimated amount (pursuant to Code of Civil Procedure Section 1161.1) identified in the Three (3) Day Notice by the expiration date of the same shall constitute a material breach of this Agreement.

5.7.2.2 If County elects to issue a Three (3) Day Notice, Tenant's account may immediately be charged Fifty and no/100 Dollars (\$50.00) in this regard.

6. **Security Deposit.** Upon Tenant's execution of this Agreement, Tenant shall deposit with County a Security Deposit equal to amount of the Monthly Rent as specified in Section 5. The Security Deposit shall be held by County as security for the faithful performance by Tenant of all the terms, conditions, and covenants of this Agreement. Tenant shall not be entitled to interest on such deposit. In no event shall the Security Deposit be considered or utilized by Tenant as the last month's rent.

6.1 In the event of a breach of this Agreement and/or damage to the Premises caused by Tenant, its agents, contractors, employees, or invitees which, having been invoiced as Additional Rent, remains unpaid after 30 days from date of invoice, County may, at its sole

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discretion, upon a five (5) day written notice to Tenant, appropriate and apply any or all of the Security Deposit as compensation for any such breach or damage. County shall invoice Tenant as Additional Rent that portion of the Security Deposit so applied. Failure by Tenant to restore the Security Deposit to its full amount within ten (10) days of written demand by County shall constitute a breach of this Agreement.

6.2 No trust relationship between County and Tenant is created on account of the Security Deposit.

6.3 Upon termination or expiration of the Agreement, County is authorized to use any or all of the Security Deposit to satisfy any outstanding invoices to Tenant, which Tenant has not paid by or on the date of termination and to refund only that portion of the Security Deposit that remains. Tenant's termination and refund of the balance of the Security Deposit, if any, shall be subject to Section 27.

7. **Use.** The Premises shall, during the term of this Agreement, be used provide massage therapy.

7.1 Permitted Uses. Pursuant to the Recitals, the Premises shall be used, occupied, and conducted exclusively as and only for the purposes set forth in the Agreement.

7.1.1 County, at its sole discretion, may approve, in writing, other or additional uses.

7.2 Prohibited Uses. Tenant shall not use, or permit said Premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Premises is hereby leased.

7.2.1 No use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance for the building in which said Premises may be located.

7.2.2 Tenant shall not make any modification such as mark, drive nails, screw or drill into, penetrate, paint, or in any way deface the exterior walls, roof, foundations, bearing walls, columns, or pillars without the written consent of the County. The expense of repairing any damage resulting from a violation of this rule shall be borne by the Tenant.

7.2.3 Tenant shall not sell or permit to be kept, used, or sold in or about said Premises, any article which may be prohibited by standard form of any insurance policies.

7.2.4 Tenant's vehicles, or commercial vehicles, including those vehicles of Tenant's officers, agents, clients, employees, or invitees may not be kept on the Premises.

8. **Parking and Common Use Area.** County shall maintain exclusive control and management, at all times, of all vehicle parking areas, driveways, entrances and exits thereto, including employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by County for the general use of the County, its tenants, and the Tenant and its officers, agents, clients, employees, or invitees.

8.1 County shall have the right and authority to close any portion or all of said parking areas.

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8.2 County has the right and authority to regulate all traffic patterns within the property as County determines necessary for the management and development of the same.

8.3 Tenant shall not park vehicles or leave any property in any Common Area which will interfere with snow removal operations of County. County is not responsible for damage to any property of Tenant or Tenant's guests or invitees which may be damaged by County's snow removal operations. Tenant is responsible for snow removal from their own entryway area. The building's Common Area and parking lot will be cleared by County.

9. **Utilities.** Tenant shall pay all public utility costs in connection with the use and occupancy of the Premises including, but not limited to, electricity, internet, and telephone service. Tenant shall also pay all installation or hookup charges required for these services. Tenant shall transfer these services into Tenant's name by May 1, 2022. Any charges paid by County for separately metered utilities after this date, shall be invoiced to Tenant as Additional Rent.

9.1 Where Tenant shares a common utility source, including water, gas, sewer, and garbage, or metering device, the common utility is included in rent.

9.2 Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust or disconnect any utility service or submetering system or device. Violation of this section is a material and substantial breach of the Agreement and shall entitle County to all available remedies under the Agreement or applicable laws.

9.3 The Premises does not have air conditioning. Heat is provided by a portable electric heater provided by County. Tenant is responsible for use and payment of electricity to operate the heater.

10. **Notice.** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon written confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit in mail). Notice given by any other means that is actually received shall also be effective with respect to the receiving Party. Changes in contact person or address information shall be made by notice, in writing, to the other Party.

County's Address:

Mailing Address: County of Placer
Facilities Management
Real Estate Services
11476 C Avenue
Auburn, CA 95603

Physical Address: 2855 Second Street
Auburn, CA 95603

Phone: (530) 886-4900

Tenant's Address:

Mailing Address: Natural Massage

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Attn: Weiqi Qian
333 Elges Way
Sparks, NV 89451

Phone: (775) 527-8243

11. **Compliance with Laws.** Tenant agrees not to use or permit the use of the Premises in any illegal manner or conduct any business in or around the Premises in violation of state and federal laws, rules, or regulations and/or in violation of County Code, ordinances, or regulations.
12. **Permits and Approvals.** Tenant shall acquire all necessary and applicable building and/or zoning permits and agency approvals and licenses necessary to conduct Tenant's Use of the Premises. Tenant shall have sole responsibility for such fees. Tenant agrees to comply with all conditions required for Tenant's use of the Premises.
13. **Tenant's Obligations and Restrictions.** Tenant expressly agrees to the following:
 - 13.1 To comply with all covenants, conditions and obligations set forth in this Agreement.
 - 13.2 To keep the Premises as clean and sanitary as their condition permits.
 - 13.3 To dispose or have disposed all rubbish, garbage, and other waste in a clean, proper, and sanitary manner.
 - 13.4 To use and operate properly all electrical, gas and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits; The plumbing facilities shall be used solely for the purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant. Using drainage fixtures for waste matter such as non-water-based paints, toxic or hazardous substances, or grease-laden material shall constitute a breach of the Agreement.
 - 13.5 No Nuisance or Waste. Tenant agrees not to use or permit the use of the Premises, or to create a nuisance, in such manner as to interfere with the use of the property by County agencies or other occupants. Tenant shall not commit or permit the commission of waste on the Premises.
 - 13.5.1 Tenant shall conduct its business in a quiet and orderly manner so as not to create unreasonable noise or noise unrelated to the use for which the Premises were leased. No loud, objectionable, unseemly, or disturbing noises or visual effects shall be permitted.
 - 13.5.2 Tenant shall confine all odors to the Premises and in no event shall cause or permit air pollution, soil, or groundwater contamination, obnoxious or foul odor.
 - 13.6 Use and Reasonable Fire and Public Liability Insurance. Tenant shall, at its sole cost, ensure that the use of Unit 4 and the Premises complies with any and all building insurance requirements necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

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- 13.6.1 In the event that Tenant's Use of the Premises results in a rate increase for the building of which the Premises is a part, County will notify Tenant of said increase. Tenant shall pay annually on the anniversary date of this Agreement, as Additional Rent, the additional premium amount that results from the rate increase.
14. **Animals.** No animal, including birds, shall be kept or maintained in the Premises, without the prior written consent of County.
- 14.1 Tenant expressly agrees to not feed, shelter, or accommodate any animal on the grounds of the Premises, building or property. Any damage or destruction of County property, including the removal of foundation vent screens, for any reason, including but not limited to the accommodation of any animals, is expressly prohibited. Any violation of these provisions shall be a material breach of this Agreement.
- 14.2 Notwithstanding the foregoing, in accordance with state and federal law, the keeping of a service animal, (defined by state law as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) in the Premises by any person with a disability will be permitted.
15. **Signs.** Tenant agrees that no sign, picture, advertisement, or notice shall be inscribed, printed, or affixed on or to any part of the outsides of the building of which the Premises are a part, or in or on any window of said Premises, without the express written consent and approval of County as to size, type, color, location, copy, nature, and display qualities, which consent shall not be unreasonably withheld. Any sign shall conform to the Placer County Sign Ordinance. Should County consent to any such matter, Tenant shall maintain it at all times during the term of this Agreement in good appearance and repair.
- 15.1 Tenant shall be responsible for all maintenance to the sign. Any modifications or changes to sign shall require prior written consent by the County.
- 15.2 Tenant shall be required to provide and install all signage required by the Americans with Disabilities Act at Tenant's sole expense.
- 15.3 County reserves the right to remove any unauthorized sign(s), including but not limited to any temporary posters, sandwich boards, banners, and promotional signs, without notice. In such event, County's costs to remove said signs shall be considered Additional Rent and shall be billed to Tenant. In the alternative, County may require Tenant to remove any unauthorized signs at Tenant's sole cost and expense.
16. **Improvements, Modifications and/or Alterations.** Improvements, modifications, and/or alterations to the Premises are permitted only with the prior written approval from the Department of Facilities Management.
- 16.1 Prior to making any improvements, modifications or alterations, Tenant shall submit to the County for its review, plans and specifications of each proposed improvement, modification or alteration. In the case of an approval of the plans, the County has the authority to impose any reasonable conditions thereon. County may deny the proposal if the County determines, in its sole discretion, that the proposed improvement, modification and/or alteration is not in the best interests of the County of Placer and the Premises. For

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purposes of this Agreement, "best interests" means but is not limited to an assessment of whether the proposal satisfies any present or future improvement, modification and/or development plans of the Premises, whether the proposal complies with all applicable County Code provisions, whether the proposal complies with the terms and conditions of this Agreement, including the Rules and Regulations set forth herein, or with any County design standards or criteria.

- 16.2 In no event shall any improvements adversely affect the Premises, including but not limited to the load factor of this Building. Any improvements, modifications and/or alterations shall be performed at the sole expense of Tenant. Any damage caused to the Premises or underlying structure by Tenant's modification, alteration, or improvement, shall be repaired at Tenant's sole expense.
- 16.3 All modifications or additions of electrical or telecommunications equipment (e.g., electrical panels, telephones, call boxes, computer conduit and other office equipment) affixed to the Premises shall be subject to the approval of County. County will direct Tenant's electricians or other contractors as to where and how electrical cable/wiring and telephone and/or data wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the County.
- 16.4 Tenant shall comply with all local, state and federal laws, rules and regulations including, but not limited to, the acquisition of appropriate building permits, planning approvals and applicable agency approvals. The Tenant shall have sole responsibility for the payment of any fees required for such permits or approvals. Any improvements, modifications and/or alterations by Tenant shall be in accordance and comply with the Americans with Disabilities Act and Title 24 of the State Building Code.
17. **Fixtures.** Subject to obtaining all necessary approvals and permits, Tenant shall have the right, at its sole expense to install trade fixture(s) in the Premises. For purposes of this Agreement, "trade fixture(s)" means an article that the Tenant has physically attached to the Premises to aid the Tenant in the Use of the Premises. For the purposes of this Agreement, trade fixture(s) may include machinery, partitions, furniture, furnishings, doors, bins, racks, special lighting fixtures. Trade fixture(s) may include area carpets but shall not include wall to wall carpeting.
- 17.1 Unless otherwise agreed upon in writing by County and Tenant, such trade fixtures that can be easily removed without damage to the Premises shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration or sooner termination of this Agreement. Tenant shall, at its sole expense, immediately repair any damage occasioned by reason of removal of any such trade fixture.
18. **Repairs and Maintenance.** Tenant shall maintain, service, and repair, at Tenant's sole expense, all portions of the Premises including restrooms, and any adjoining grounds or common areas designated for Tenant's sole and exclusive use. Such maintenance shall include, but is not limited to, custodial services, carpet repairs, wall repairs, painting, door repairs, plugged drains and toilets, replacement of electrical trim plates, maintenance of any facilities installed by Tenant for Tenant's sole and exclusive use, and all maintenance repairs caused by Tenant's Use of the Premises. All such repairs shall be made in a professional and workmanlike manner.
- 18.1 Light Fixtures. Tenant shall be responsible for all maintenance, service, and repairs to the light fixtures within the Premises, which shall include, but is not limited to, changing of

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incandescent light bulbs/fluorescent tubes, ballast repairs and/or replacement and light cover replacement.

18.2 Plumbing Fixtures. Tenant shall be responsible for all maintenance, service, and repairs to the plumbing fixtures within the Premises, which shall include, but is not limited to, leaky sinks, leaky faucets, leaky angle stops, malfunctioning flushometers, wax rings, tanks, and plumbing appliances.

18.3 Locksets and Keyways. County will rekey Premises at County's expense, with a sufficient number of keys or key cards to the Premises to meet County and Tenant's needs.

18.3.1 Tenant has been provided, at County's expense, a sufficient number of keys to the Premises to meet Tenant's needs. If, at a later date, Tenant determines that additional keys are required, Tenant shall pay the actual cost calculated at the current County hourly rate including set-up and overhead (one hour minimum). Tenant shall not duplicate any government-provided key for the Premises, as duplication of these keys is illegal.

18.3.2 County shall maintain the locksets on all exterior doors. Tenant shall, at no time, replace such locksets or modify the keyways without the prior written consent of County. If Tenant modifies the keyways without consent, County reserves the right, upon discovery of such modifications, to install its standard equipment and bill Tenant as Additional Rent for all labor, material and administrative charges associated with such work.

18.3.3 If during the Term of this Agreement, Tenant's key(s) are lost and Tenant requests re-keying or modification to the locksets or keyways, Tenant shall submit a request in writing to the County. County reserves the right to deny a request to re-key. If County approves the request, County will perform any work generated by such Service Request; however, County reserves the right to perform this work as staffing and schedules permits. Tenant shall pay for re-keying costs and replacement keys charges. Said costs shall be billed to Tenant as Additional Rent.

18.3.4 If the nature of the Tenant's business dictates that an alarm system be installed requiring a particular type of key or entry system rather than the standard County lockset and keyway, County may, in writing, waive the requirement set forth in this section, provided, however, that Tenant must furnish County with one copy of the special key or entry system code for retention in the County for emergency access to the Premises.

18.4 **Fire Protection Systems.**

18.4.1 County retains sole jurisdiction and control of any existing fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, and shall provide, or arrange to provide, continuous maintenance and operation of the existing systems, unless otherwise provided in writing.

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- 18.4.2 County assumes no responsibility for any damage, loss, or injury, due to system failure or malfunction or failure to perform maintenance or repair or for the negligence or error of third parties responsible for their maintenance and operation.
- 18.4.3 In the event that fire extinguishers need to be installed in the Premises, County shall be responsible for initial installation of portable fire extinguishers.
- 18.4.4 County shall arrange to provide annual inspections of the extinguishers. Tenant shall provide, or agree to permit, necessary access for annual inspections and any required maintenance of the extinguishers.
- 18.4.5 Tenant is solely responsible for monthly inspection of fire extinguishers and record keeping of such inspections if County provides a fire extinguisher for Tenant's exclusive use.
- 18.4.6 Service following a discharge of equipment, or location change, and any required maintenance shall be performed by County at Tenant's expense following written notice by Tenant of the necessity to perform such service, maintenance, or repair. The County shall not be required to perform maintenance and/or repairs unless Tenant informs County in writing of the necessity of such maintenance and/or repairs.
- 18.4.7 In the event of willful damage to, or theft of any extinguisher, the County shall perform required maintenance or repair or replacement. All costs associated with maintenance, repair and/or replacement shall be paid by Tenant and shall be billed to Tenant as Additional Rent.
- 18.4.8 Tenant shall be responsible for all costs associated with the installation, upgrade and/or modification of any fire suppression system required by any regulatory agency due to Tenant's Use or uses associated with the Use of the Premises.
- 18.4.9 Tenant shall at no time modify or cause to be modified the fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, without prior written approval from the County.
- 18.5 If Tenant desires County and if County, in its sole determination, has available resources to perform said maintenance as described in this section, Tenant may submit to County a request for maintenance services in writing in a manner prescribed by County. County reserves the right to schedule the performance of such maintenance based upon County's availability of resources. Authorization to perform said maintenance and to bill Tenant as Additional Rent for all costs, including, but not limited to, labor (one hour minimum), parts and administrative charges, associated with the requested maintenance, shall be deemed given by County's execution of the Service Request.
- 18.6 Except as provided herein, County shall maintain and repair all areas of the building in which the Premises is located, including roofs, grounds (except those identified in the Recitals as part of the Premises), electrical and plumbing systems, exterior water systems and sewer lines and heating/air conditioning equipment. To the extent that County, in its

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sole determination, determines that other maintenance or repair to the exterior of the Premises, or the building in which the Premises is located is necessary, County will maintain or repair the same to the condition that existed at the time of execution of this Agreement.

18.7 In the case where it is the County's obligation to perform said maintenance and repairs, the County does not assume any liability for failure to perform maintenance and repairs as set forth in this section unless Tenant informs County in writing of the necessity of such maintenance and repairs. If damage occurs to the Premises due to Tenant's failure to report any such necessary maintenance work, Tenant shall be billed as Additional Rent for repair of the damaged area in addition to the maintenance work, which is Tenant's responsibility.

19. **Insurance Coverage.** Tenant shall, at its sole expense, acquire and keep in full force and effect during the entire Term of this Agreement and any extensions or renewals thereof the forms of insurance specified in Exhibit A.

19.1 Should the County determine that additional insurance is necessary to provide adequate coverage, County may, at any time, require Tenant to replace their current policy with a policy consistent with the requirements provided to Tenant pursuant to written notification. Such notice shall be provided to Tenant not less than sixty (60) days prior to the date of such required changes to coverage.

19.3 Failure to comply with this section shall be considered a material default of this Agreement.

20. **Indemnification.**

Tenant shall indemnify and hold County harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by Tenant, its agents, contractors, employees or invitees.

Tenant shall further indemnify and hold County harmless from and against any and all claims arising from any act or negligence of Tenant or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such tort claim or any action or proceeding brought thereon. Tenant shall be required to provide notice to the County within thirty (30) working days of the date when Tenant is made aware of the occurrence of any such tort claim.

In case any action or proceeding is brought against County by reason of any such claim, Tenant, upon notice from County, shall defend the same at Tenant's expense provided, however, that Tenant shall not be liable for damage or injury occasioned by the negligent or intentional acts of County and its designated agents or employees. County shall be required to provide notice to Tenant within thirty (30) working days of the date when County is made aware of the occurrence of any such government tort claim

21. **Asbestos-Containing Materials.** Asbestos-Containing Materials (ACM) may be present in building materials used to construct the Premises. In case any action or proceeding is brought against Tenant or County in regard to an abatement of ACM or injury or damage from ACM which is caused by Tenant's use or occupancy of the Premises, County reserves the right, at its sole

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discretion, to give Tenant a thirty (30) day written Notice of Termination. Tenant shall indemnify County for all damages and actual costs incurred by County including, but not limited to, staff time, expenses, attorney fees, litigation costs, or any expense sustained by County as a result of such action or proceeding.

22. **Americans with Disabilities Act.** In all other respects not directly addressed herein, this Agreement remains in full force and effect.

22.1 Tenant acknowledges that it is aware of the provisions and requirements of the Americans with Disabilities Act (ADA) and is hereby notified that the Premises may not comply with the provisions of ADA. It is the Tenant's sole responsibility to determine the extent of improvements that are required for the Tenant's specific business operation.

22.2 Tenant's compliance with ADA shall apply to the Tenant's Use of the Premises, to any signage associated with Tenant's Use of the Premises, and to any improvements, modifications and/or alterations to the Premises made by Tenant.

22.3 In case any action or proceeding is brought against Tenant or County in regard to compliance with ADA which is caused by Tenant's Use or occupancy of the Premises, County reserves the right, at its sole discretion, to give Tenant, in writing, a Thirty (30) Day Notice of Termination, and Tenant shall indemnify County for all actual costs incurred by County including, but not limited to, staff time, expenses, attorney fees, litigation costs, or any expense sustained by County as a result of such action or proceeding.

23. **Hazardous Materials.** Tenant, its agents, employees, contractors, or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, pursued, generated, or released into the environment or disposed of in, on, under or about the building or Premises. Failure to comply with this provision shall constitute a breach of this Agreement. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, any reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.

24. **Net Lease.** Except as otherwise expressly provided herein, it is the intent and purpose of County and Tenant that all rent payable to County herein shall be absolutely net to County so that this Agreement shall yield to County the entire Rent and, when applicable, the entire Additional Rent, free of any charges, assessments, impositions or deductions of any kind or character which may be charged, assessed, or imposed on or against Tenant of the Premises and without abatement, deduction, hold-back or set-off by Tenant.

25. **Damage or Destruction.** In the event of any damage or destruction to the building, or any portion of the building, including but not limited to the Premises, at any time during the Initial Term or extension thereof, County will promptly repair, replace, restore, and renew the good condition, order, and repair of the building. County or Tenant may, in writing delivered to the other Party within thirty (30) days after the damage or destruction, terminate this Agreement as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three (3) months to complete or if the damage or destruction occurs within the final six (6) months of the Initial Term or any extension thereof. During the period of any such repair,

 TENANT'S INITIALS

replacement, restoration, or renewal, the obligation of Tenant to pay rent will be abated to the extent the Premises are effectively rendered unfit for their intended use by Tenant as a result of such damage or destruction.

26. **Inspection.** County shall have the right to inspect the Premises during regular business hours at any reasonable time. In the event of fire, breach of security or other imminent catastrophe, County or its agents shall have the right, without liability, to use any reasonable means to obtain entry to the Premises, including, if necessary, forced entry. Any entry to the Premises obtained by County in such emergency shall not be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof except in the case of proof of County's failure to exercise due care for Tenant's property.
27. **Surrender.** Upon expiration or termination of this Agreement, Tenant agrees to remove all personal property and to surrender the Premises (and any permitted or approved additions, alterations or improvements not constituting Tenant's personal property) to County in substantially the same condition, as determined by the County, as existed at the commencement of the Term of the Agreement, except for reasonable wear and tear caused by the ordinary operation of Tenant's Use of the Premises. Removal of any trade fixtures is subject to the provisions of Section 17.
- 27.1 On the day prior to the date of termination of this Agreement, County shall schedule with Tenant a walk-through inspection of the Premises (Walk-Through Date). If the Walk-Through Date falls on a weekend day, the Walk-Through Date shall occur on that date, or another date as designated by the County.
- 27.2 If, upon inspection of the Premises, County determines that the Premises is not in satisfactory condition, County shall submit to Tenant, in writing, a list of corrections to be made to the Premises and the time frame in which Tenant shall, at its sole expense, perform the corrections to the Premises. Tenant shall be billed for any pro-ration of the Monthly Rent based on a thirty (30) day month until all corrections are completed, and County conducts its re-inspection and issues its written acceptance of the Premises. If said corrections are not performed within the established time frame, County may perform the corrections to the Premises and deduct from Tenant's Security Deposit any costs, including, but not limited to, labor, parts, and administrative charges, associated with the corrections. If the costs exceed the amount of the Security Deposit, County will bill Tenant for the balance, which balance is due and payable within ten (10) days of the date of the invoice.
- 27.3 If, upon inspection of the Premises, County determines that the Premises is in satisfactory condition and no corrections are required, County shall refund the Security Deposit to Tenant, subject to the provisions of Section 6.3.
- 27.4 At such time as Tenant vacates and surrenders the Premises, all operative keys issued to Tenant must be returned to County. In the event that all keys are not returned, the Premises must be re-keyed, and the cost of re-keying Premises shall be charged to Tenant. If the Tenant has installed a different entry system pursuant to Section 18.3, County may elect to take over the system or require Tenant to remove it.
- 27.5 No act or conduct of County, including the receipt of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant. Only a written acceptance

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notice by County pursuant to the provisions of this section shall constitute acceptance of the surrender of the Premises. Absent said written acceptance, Tenant shall remain obligated to comply with all covenants, terms, and conditions of this Agreement.

27.6 No reentry by County, and no acceptance by County of keys from Tenant, shall constitute a waiver of the requirements set forth herein.

27.7 Tenant's obligations pursuant to this section shall survive the termination or expiration of the Agreement.

28. **Assignment and Subletting.**

28.1 Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of County which shall not be unreasonably withheld. Any attempt to do so without such consent being first had and obtained, may at the discretion of County, be considered void and constitute a breach of this Agreement.

28.2 In the event of an assignment of this Agreement, which is approved by County, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of the Agreement, Tenant shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

29. **Default and Remedies.** County or Tenant's failure to comply with any of the covenants, conditions or terms contained in this Agreement will constitute that Party's default and breach of this Agreement.

30. **Breach of Covenants, Conditions, Terms.** Failure of Tenant to timely and fully comply with the above obligations or any other covenant, condition or term set forth in the Agreement, including the exhibits thereto, shall constitute a material breach of this Agreement. In such an event, County may issue, at its sole discretion, a Three (3) Day Notice to Perform Covenant of Lease or Quit.

31. **Post-Acquisition Tenant.** Tenant agrees that it is a "post-acquisition Tenant" within the meaning of the California Relocation Assistance Law (Government Code Section 7260 et seq.) and the State Guidelines promulgated there under ("Law"). Tenant agrees to waive and hereby waives all eligibility and rights for relocation costs or any other benefits as a "displaced person" (as defined in the Law) upon termination of this Agreement. Tenant agrees and acknowledges that it has reviewed this Section 31, and the entirety of this Agreement, with legal counsel of Tenant's own choosing or has knowingly declined the opportunity to do so.

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32. **Incorporation of General Provisions.** Additional terms of this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference as though fully set forth herein.

33. **Possessory Interest Taxes.** Tenant's interest in this Agreement may be subject to taxation as a possessory interest in publicly owned property as described in California Revenue and Taxation Code Section 107.6, a copy of which is attached as Exhibit C. For every year that this Agreement is in effect on January 1st Tenant may be required to pay possessory interest taxes on or before

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August 31st of that same year. Failure of Tenant to pay any such taxes shall constitute a material breach of this Agreement.

34. **Rules and Regulations.** Tenant expressly agrees to comply with all Rules and Regulations as set forth in Exhibit D and as may be amended or supplemented by the County from time to time. County reserves the right to amend or supplement at any time said Rules and Regulations. In this event, County shall provide Tenant thirty (30) days written notice of the effective date of any such amendments and/or supplements and include with said Notice an updated copy of the Rules and Regulations. Failure to comply with said Rules and Regulations shall constitute a material breach of this Agreement.
35. **All Rights Included.** The right granted to Tenant in this Agreement is only for the Term stated in Section 4 and for the Use stated in Section 7. Nothing in this Agreement shall be construed as to grant Tenant any other rights or privileges in connection with the Property. Approval of this Agreement in no way obligates the County to allow access to the Property in the future.
36. **Miscellaneous.**
- 36.1 **Benefit.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the Parties hereto.
- 36.2 **Defined Terms.** County and Tenant agree that all provisions in this Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
- 36.3 **Joint and Several Liability.** This Agreement is between County and each named Tenant, individually and severally. The named Tenants are jointly and severally responsible and liable for the performance of all the terms, covenants and conditions contained in this Agreement, including all Exhibits attached hereto.
- 36.4 The Parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.

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 TENANT'S INITIALS

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, as to the date of execution by the County.

COUNTY OF PLACER

By: _____
Steve Newsom, Director
Department of Facilities Management

Date: _____

TENANT: Weiqi Qian dba Natural Massage

By: WEIQI QIAN
Title: Owner

Date: 3.16.2022

APPROVED AS TO FORM: COUNTY COUNSEL

By: _____
Deputy County Counsel

EXHIBIT A - INSURANCE REQUIREMENTS
EXHIBIT B - GENERAL PROVISIONS
EXHIBIT C - COPY OF REVENUE AND TAXATION CODE SECTION 107.6
EXHIBIT D - RULES AND REGULATIONS

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INSURANCE REQUIREMENTS

- I. Tenant shall file with County concurrently with the execution of the Lease Agreement a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-VII, showing:

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Tenant represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

Tenant agrees they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

- B. PROPERTY INSURANCE: Tenant shall procure and maintain full replacement cost with no coinsurance penalty provision.

C. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Tenant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Fire Damage Legal Liability Insurance to protect against any liability incidental to the use of the Premises or resulting from any accident occurring in or about the Premises. Tenant shall also provide All Risk Property Insurance for any tenant improvements installed by Tenant. Such coverage shall be an amount equal to the value of the tenant improvements.

b. Contractual liability insuring the obligations assumed by Tenant in this Agreement.

2. One of the following forms is required:

- a. Comprehensive General Liability;
b. Commercial General Liability (Occurrence); or
c. Commercial General Liability (Claims Made).

- i. If Tenant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- (1) One million dollars (\$1,000,000) each occurrence
(2) Two million dollars (\$2,000,000) aggregate

- ii. If TENANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

 TENANT'S INITIALS

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

iii. Special Claims Made Policy Form Provisions:

Tenant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

(a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

(b) Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by Tenant shall contain language providing coverage up to one (1) year following the expiration of the term in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

3. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of ownership, maintenance or use of the premises leased to Tenant."
- b. "The insurance provided by named insured, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

II. ADDITIONAL REQUIREMENTS:

- A. Premium Payments - The insurance companies shall have no recourse against County and funding agencies, or their respective officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- B. Policy Deductibles - Tenant shall be responsible for all deductibles in all of Tenant's insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to County's approval.
- C. Tenant's Obligations - Tenant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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- D. Verification of Coverage - Tenant shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this exhibit. All certificates and endorsements are to be received and approved by County before occupancy commences. However, failure to obtain the required documents prior to occupancy shall not waive Tenant's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Material Breach - Failure of Tenant to maintain the insurance required by this agreement, or to comply with any of the requirements of this exhibit, shall constitute a material breach of the entire agreement.

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GENERAL PROVISIONS

1. Entire Agreement.
This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the Parties hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.
2. Exhibits.
Any and all exhibits referred to in and/or attached to this Agreement are hereby incorporated into this agreement as if set forth in full herein.
3. Amendments.
No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all Parties.
4. Further Assurances.
From time to time, either Party, at the request of the other Party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting Party may reasonably require to complete more effectively the transactions contemplated by this Agreement.
5. Time Is of The Essence.
Time is of the essence with respect to the obligations to be performed under this Agreement.
6. Successors In Interest.
The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the Parties hereto.
7. Status of Employees.
All persons performing services for Licensee in the Use Area shall be solely employees or contractors of Licensee and not employees of County, except those persons expressly and directly employed by County. Furthermore, Licensee is not an agent of County.
8. Construction and Interpretation.
It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.
9. Captions.
The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation of construction of any section or paragraph of the Agreement. All references to section numbers refer to sections in this Agreement.
10. Counterparts.

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This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

11. Severability.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver.

The failure of any Party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said Party may have, and shall not be deemed a waiver of said Party's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

13. Force Majeure.

If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Legal Jurisdiction.

The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The Parties hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

15. Authority of Director.

The Director of the Department of Facilities Management, or designee, shall administer the Agreement on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder.

16. Authority of Execution.

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

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CALIFORNIA REVENUE AND TAXATION CODE
(As of January 11, 2022)

107.6 (a) The state or any local public entity of government, when entering into a written Agreement with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this Section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this Section:

- (1) "Possessory interest" means any interest described in Section 107.
- (2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.
- (3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.
- (4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

Note: This excerpt is provided for reference only and is subject to legislative amendments. It shall be TENANT'S sole responsibility to review any updates to this code, which is available at <http://www.leginfo.ca.gov/calaw.html>

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RULES AND REGULATIONS

1. TENANT shall complete an Emergency Information Form upon execution of their Agreement and shall update the information on said form as necessary or on an annual basis. Information shall include TENANT Information and Emergency Notification.
2. TENANT shall submit a detailed list of any Hazardous Materials used or stored in the Premises. The list shall include the name, quantity, usage and storage of the Hazardous Material(s). The list shall be updated annually and kept current by the TENANT for the duration of the Agreement. TENANT shall use, keep, store and/or dispose of such Hazardous Materials in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the TENANT's or used by them for any purpose other than for ingress and egress from their respective Premises.
4. All loading and unloading of goods and removal of refuse shall be performed only at times, in the areas and through the entrances designated by the County of Placer, Department of Facilities Management. The delivery or shipping of merchandise, supplies and fixtures shall be subject to COUNTY's reasonable rules and regulations.
5. TENANT shall perform fire extinguisher inspections and record keeping on a monthly basis. The date of the monthly inspection and the initials of the person performing the inspection shall be recorded on the fire extinguisher tag or label. This monthly inspection and record keeping shall be in accordance with the following guidelines as taken from the National Fire Protection Association (NFPA) 10: Standard for Portable Fire Extinguishers.

"Inspection" is a "quick check" that an extinguisher is available and will operate. It is intended to give reasonable assurance that the extinguisher is fully charged and operable. This is done by seeing that it is in its designated place, that it has not been actuated or tampered with, that the visual inspection seal is intact, and that there is no obvious physical damage or condition to prevent operation. The value of an inspection lies in the frequency, regularity, and thoroughness with which it is conducted. The frequency will vary from hourly to monthly, based on the needs of the situation. Inspections should always be conducted when extinguishers are initially placed in service and thereafter at approximately 30 day intervals.

Each extinguisher shall have a tag or label securely attached that indicates the month and year the maintenance was performed and shall identify the person performing the service. The same record tag or label shall indicate if recharging was also performed. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. In addition to the required tag or label, a permanent file record should be kept for each extinguisher. This file record should include the maintenance date and the name of person or agency performing the maintenance; the date when last recharged and the name of person or agency performing the hydrostatic test; and description of dents remaining after a hydrostatic test.

COUNTY will maintain a permanent file record for each extinguisher, in addition to the required tag or label. This file record includes the maintenance date and the name of person or agency

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performing the maintenance; the date when last recharged and the name of person or agency performing the hydrostatic test; and description of dents remaining after a hydrostatic test.

6. COUNTY reserves the right to exclude or expel from the Premises any person who, in the judgment of COUNTY, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Premises.
7. TENANT and TENANT'S officers, agents and employees shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
8. TENANT and TENANT'S officers, agents and employees shall observe all security regulations/instructions issued by COUNTY or any security procedures of COUNTY.
9. TENANT shall not use the public areas outside the Premises for their own private use. These areas shall be reserved for use by the public.
10. COUNTY reserves the right to adopt and enforce rules and regulations applicable to the Premises and to the PCGC, and, from time to time, to amend or supplement such rules and regulations. In the event of any conflict between these or any modified rules and regulations and the Agreement, the terms and provisions of the Agreement shall prevail.

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